

# ESPORTS WORLD CUP

## TOURNAMENT PARTICIPATION AGREEMENT

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### 1. PARTIES AND CONCLUSION OF AGREEMENT

1.1 By accessing the participant portal of the official EWC website ("**Participant Portal**") and clicking the "I Accept" button in the acceptance section, this club operator participation agreement ("**Agreement**") is concluded between the Esports Foundation, with registered address at Building No. 3450, Al Imam Saud Ibn Faisal Road – 6496 Al Malqa District – 13523 Riyadh, Kingdom of Saudi Arabia ("**EF**" or a "**Party**"), a non-profit foundation that organises and hosts the annual Esports World Cup, one of the biggest gaming and esports tournaments in the world ("**EWC**"), and the person or entity registered on the Participant Portal ("**Club Operator**" or a "**Party**", together with EF collectively the "**Parties**"). The Club Operator may also accept this Agreement through any other written, electronic or digital method made available or approved by EF, including electronic signature via DocuSign or any similar digital acceptance tool, and any such acceptance shall have the same effect as clicking the "I Accept" button on the Participant Portal. Alternatively, if the Club Operator participates in any Game Title Tournament or other official EWC activity after having been given a reasonable opportunity to access and review this Agreement and the applicable EWC Regulations, such participation shall be deemed to constitute the Club Operator's acceptance of, and agreement to be bound by, this Agreement and the applicable EWC Regulations. The effective date of this Agreement ("**Effective Date**") shall be the earlier of (i) the date on which the Club Operator completes acceptance as described above, or (ii) the

date on which the Club Operator first participates in a Game Title Tournament (as defined in Section 2.1 below) or any other official EWC activity (including ceremonies, media days or other official events), provided that the Club Operator had been given a reasonable opportunity to access and review this Agreement and the applicable EWC Regulations (e.g. through the Participant Portal or the official EWC website) prior to such participation.

- 1.2 If this Agreement is not entered into by a legal entity as a Club Operator, but by an individual, who either participates (i) in a single-player Game Title Tournament (as defined in Section 2.1 below) not associated with an entity-based Club Operator or, (ii) together with other individuals as a non-legal-entity-based team in a multi-player Game Title Tournament ("**Non-Entity Club Operator**"), the provisions of this Agreement shall apply to these other persons *mutatis mutandis* in accordance with their intended purpose. If a Non-Entity Club Operator is counterpart of this Agreement, the respective individual registered on the Participant Portal enters into this Agreement individually as primarily responsible Non-Entity Club Operator for organizational matters, but also concludes the Agreement in the name and on behalf of the other team members listed in the registration and guarantees and warrants that it has been granted the required legal authority to do so.
- 1.3 If a Non-Entity Club Operator is a minor under applicable law (an "**Under-Age Non-Entity Club Operator**"), the effectiveness of this Agreement shall be subject to submission of the consent of a respective parent or legal guardian, together with satisfactory proof of identity and authority to act, as requested by and in accordance with the process communicated by EF (such person an "**Authorized Guardian**").
- 1.4 Club Operator hereby represents and warrants that it has provided all notices required under applicable data protection laws and has a valid legal basis, including consents where legally required, from its Players and Coaches (as defined in Section 2.2 below) and Club Operator Staff Members (as defined in Section 2.7. below) required for the Club Operator to fulfill its obligations and grant the rights set forth in this Agreement, in particular with respect to the use of the Players & Coaches IP as well as the Submitted IP (as defined in Section 2.2 of Appendix 2) and that the respective use and exploitation pursuant to this Agreement does not infringe or otherwise violate the rights of any person or entity at any time, either during the Term or thereafter.

## 2. **PARTICIPATION, APPLICABILITY OF EWC REGULATIONS**

- 2.1 EWC has a unique cross-game format, involving competition across multiple game titles ("**Game Titles**", each such competition during the EWC a "**Game Title Tournament**") and the performance-based ranking of multi-team Club Operators participating in the EWC ("**Club Championship**").
- 2.2 As from the Effective Date until the end of the Term (as defined in Section 5.1 below), Club Operator shall be entitled and obliged to participate with one or more of its teams, and the respective players and coaches and/or different players (one or more) that play for Club Operator in 1v1 Game Title Tournaments, as applicable, in the respective Game Title Tournaments, for which Club Operator has either (i) qualified via a Qualifiers (as defined in Section 6 below) or (ii) for which Club Operator has received an official invitation by EF (all players and coaches

participating for Club Operator hereinafter "**Players**" and "**Coaches**" and each team participating for Club Operator in a Game Title Tournament hereinafter a "**Team**").

- 2.3 Participation of Club Operator in the EWC shall be governed by and Club Operator hereby undertakes to fully adhere to the regulations of EWC ("**EWC Regulations**"), which shall include
- EWC General Regulations as **Appendix 1**;
  - EWC Marketing, License & Commercial Regulation as **Appendix 2**; and
  - EWC Infringement & Penalties Regulation as **Appendix 3**.
- 2.4 In addition, each Game Title Tournament shall be governed by the applicable game title rulebook, which contains provisions e.g. regarding structure, schedule and execution of the EWC Matches (each individual competitive encounter between Teams (or, in the case of a 1v1 Game Title Tournament, between individual Players) within a Game Title Tournament constituting an "**EWC Match**"), match days and the respective Game Title Tournaments (each an "**EWC Game Title Rulebook**"). Further, Club Operator shall comply with the general tournament rules of the EWC ("**EWC Global Rulebook**"). The relevant EWC Game Title Rulebooks and the EWC Global Rulebook shall be created by EF or a Tournament Organizer (as defined in Section 6 below) and will be made available to Club Operator via email and/or published on the official EWC website. Any EWC Game Title Rulebook and the EWC Global Rulebook shall be deemed an integral part of the EWC Regulations and of this Agreement.
- 2.5 EF shall have the right to update and thereby modify the EWC Game Title Rulebooks and the EWC Global Rulebook if (i) necessary for the effective execution of the match days, the EWC Matches themselves, the respective EWC Game Title Tournament or the Club Championship, and (ii) the changes do not impair the legitimate interests of the Club Operator. The amended EWC Game Title Rulebook or EWC Global Rulebook (as applicable) shall be sent to the Club Operator via email or be made otherwise digitally available (e.g. published on the official EWC website) at least one (1) calendar day before they come into effect. With participation in the respective Game Title Tournament with its Team, Club Operator acknowledges and adheres to the EWC Game Title Rulebook and the EWC Global Rulebook as part of the EWC Regulations in their current version as of that date.
- 2.6 EF may allow exceptions or deviations from the rules set out in this Agreement, in particular the EWC Regulations, the EWC Global Rulebook and the EWC Game Title Rulebooks at its sole discretion and without setting a precedent.
- 2.7 Club Operator represents and warrants that it and its Players, Coaches and its C-level executives and board members, as applicable (together "**Club Operator Executives**"), officials and other employees (jointly "**Club Operator Staff Members**") fully adhere to the provisions of the code of conduct in its latest version published by ESIC on its website ("**ESIC Code of Conduct**"). The ESIC Code of Conduct shall be deemed an integral part of the EWC Regulations and of this Agreement.

### 3. **PUBLISHER TERMS**

- 3.1 Club Operator understands and acknowledges that each Game Title played at an EWC Game Title Tournament is the intellectual property of the respective publisher of that Game Title ("**Publisher**") and that some Publishers reserve the right to determine the details of the use of their intellectual property in competitive gaming and thus create own terms for the respective Game Title Tournament ("**Publisher Terms**"). Publisher Terms are at the sole discretion of the Publisher and may include not only rules regarding the structure of the Game Title Tournament or sanctions for in-game player misconduct, but also other legal obligations, e.g. regarding the use of Publisher's intellectual property and the respective liability obligations. In the event of a conflict between the provision of Publisher Terms on the one hand and any provision of this Agreement on the other hand, the stricter provision shall apply.
- 3.2 With participation in the respective Game Title Tournament and the use of Publisher's intellectual property, Club Operator agrees to fully adhere to the applicable Publisher Terms in their current version as of that date, both in relation to the respective Publisher as well as in relation to EF.

### 4. **PRIZE MONEY**

- 4.1 EF sets out in the EWC Global Rulebook, which prize money will be awarded for the achievements of the Club Operator, its Teams and Players at EWC, the Club Championship, the Game Title Tournaments, in the EWC MVP Award or other dedicated achievement categories.
- 4.2 In the event that Club Operator has in each case fulfilled the respective requirements for winning prize money, this prize money shall be paid to Club Operator, provided that (i) Club Operator has registered on the Participant Portal and (ii) has submitted its payment details within three (3) weeks after the grand finals of the last Game Title Tournament of EWC via its account on the Participant Portal. No prize money shall be due before 30 November 2026. Club Operator is solely responsible for providing accurate and complete payment details. For an Under-Age Non-Entity Club Operator, the Authorized Guardian shall be named as recipient of any prize money and submit the respective payment details. If valid payment details are not provided within eighteen (18) months of the end date of the last Game Title Tournament, the corresponding payment claim of Club Operator shall be deemed irrevocably forfeited and EF shall have no further obligation to make such payment.
- 4.3 In the event that Club Operator receives any payment from EF which exceeds the amount due pursuant to this Agreement or which has been made in error or without legal basis ("**Incorrect Payments**"), Club Operator shall promptly, and in any event within five (5) calendar days after becoming aware of such Incorrect Payment, notify EF and shall remit the full amount of such Incorrect Payment to EF within thirty (30) calendar days. Club Operator shall refrain from using or disposing of any such Incorrect Payments upon becoming aware of its receipt. EF shall reimburse Club Operator for all reasonable costs incurred by Club Operator as a direct result of any Incorrect Payment.
- 4.4 Club Operator agrees that (i) prize money awarded for Club Operator's placement in the Club Championship ranking may not be shared, directly or indirectly, with Players or Coaches or any third parties representing them (for the avoidance of doubt, this does not affect Player or Coaches salaries) and that (ii) prize money

awarded for a specific individual performance of a Player within the course of a Game Title Tournament, e.g. the placement in most valuable player rankings, shall be paid in full to the respective Player.

The official prize money awarded for placements in the Game Title Tournaments as well as all other prize money may be shared or distributed pursuant to individual agreements between the Club Operator, Players, and/or Coaches, if applicable.

## 5. TERM AND TERMINATION

5.1 This Agreement (including its Appendices) shall remain in force from the Effective Date and shall automatically terminate upon the earlier of (i) 30 June 2027 or (ii) the execution of a tournament participation agreement for the EWC 2027 ("**Term**").

5.2 During the Term no Party can terminate the Agreement except for Cause (as defined below); in the event of a termination for Cause, no termination notice period is required (i.e. an immediate termination of the Agreement is possible).

5.3 "**Cause**" for the purpose of this Agreement includes (but is not limited to) any event where

- a Party has materially breached this Agreement or its Appendices (including but not limited to the provisions of any EWC Game Title Rulebook), or the Publisher Terms, and has failed to remedy such breach within two (2) weeks after receipt of a respective written notice (email sufficient) by the terminating Party;
- a Party is declared bankrupt or insolvent, requests declaration of bankruptcy or insolvency, is put under administration, receivership, dissolved or liquidated or suffers default or there occurs in relation to that Party, any event which is analogous to any of the foregoing events in in any part of the world;
- Club Operator (including its Players, Coaches and representatives) has breached Section 3 of Appendix 1 (*EWC Sponsors and Club Operator Sponsors*), Section 5 of Appendix 1 (*Conflict of Interest/Multi-Club Operator Ownership*) or the rules of ESIC Code of Conduct, or
- Club Operator experiences a Change of Control, unless EF has conducted a review and provided its prior written approval for the continuation or assignment of this Agreement following such Change of Control. For the purposes of this clause, "**Change of Control**" shall mean any direct or indirect change in the ownership or controlling interest of the Club Operator, whether through merger, sale, transfer of a majority of voting shares, or substantially all assets, or any similar transaction or series of transactions. The Club Operator shall promptly notify EF via email of any anticipated or completed Change of Control.

5.4 A breach of the provisions of this Agreement and/or its Appendices by any of the Club Operator's Players and Coaches shall be deemed a breach of the Club Operator itself.

5.5 The termination for Cause or expiry of this Agreement shall not affect the continued existence and validity of the rights and liabilities of the Parties under the provisions of this Agreement which are intended, expressly or by implication, to survive

termination or expiry, in particular, but not limited to, the provisions of Section 9 (*Representations, Warranties and Indemnification*) and Section 10 (*Confidentiality*), as well as the grant of rights as set out in Appendix 2, the Infringement and Penalties Regulations in Appendix 3 (including Section 7 (*Infringements and Penalties*) of this Agreement), the Arbitration Regulations Section 13 (*Choice of Law and Dispute Resolution*) as well as any other provisions of this Agreement necessary for its interpretation or enforcement.

5.6 All notices of termination can be made via email.

## 6. **TOURNAMENT ORGANIZER**

EF may delegate the organization and execution of the EWC, including any qualification tournaments ("**Qualifiers**") in whole or in part, at its sole discretion, to third parties ("**Tournament Organizer(s)**"). This may also include carrying out content creation, social media or marketing activities and the monitoring thereof. The Tournament Organizer for the Esports World Cup 2026, starting with the first EWC Match until the end of the EWC closing ceremony or, if later, the last Club Operator Game Title Tournament match, ("**EWC 2026**") shall be ESL Faceit Group, until communicated otherwise by EF. In case a Tournament Organizer does request fulfilment of rights and duties and/or gives any instructions under this Agreement, these shall be recognized as EF's requests and instructions, unless otherwise communicated by EF. EF and/or the Tournament Organizer(s) may appoint certain subcontractors and/or employees as directors, administrators and/or referees or other persons with authorization to issue instructions or make decisions within the EWC Matches or at the EWC venues, as applicable ("**Tournament Officials**").

## 7. **INFRINGEMENTS AND PENALTIES**

Notwithstanding the possibility of termination of this Agreement for Cause in accordance with Section 5 and other rights of a Party provided by applicable statutory law and/or a possible termination or regular expiry of this Agreement, an infringement of this Agreement, the EWC Regulations (including the EWC Global Rulebook, EWC Game Title Rulebooks and ESIC Code of Conduct) as well as other rules and guidelines implemented on the basis of this Agreement by Club Operator and/or Club Operator's Players, Coaches or Teams may be sanctioned by EF in accordance with the EWC Infringement and Penalties Regulations set forth in Appendix 3.

## 8. **DATA PROTECTION AND PRIVACY LAW**

8.1 For the purposes of this Section 8, "**Participant Personal Data**" means any personal data relating to Players, Coaches, substitutes, Club Operator Staff Members, Club Operator Executives, representatives, content creators, and, where applicable, Authorized Guardians, processed in connection with the EWC, including registration, roster submission, accreditation, tournament administration, competitive integrity, media and production activities, prize money payments, tax compliance, travel/logistics, security, equipment checks, fantasy league activities, and related communications.

- 8.2 Each Party shall comply with all applicable data protection and privacy laws in connection with the processing of Participant Personal Data under this Agreement, in particular Regulation (EU) 2016/679 ("GDPR"), French data protection laws, the Saudi Personal Data Protection Law and its implementing regulations and any other any other data protection laws to the extent applicable to the relevant processing activities. To clarify, these mandatory data protection laws apply without regard to the choice of law in Section 13.
- 8.3 EF and the Tournament Organizer act as joint controllers in relation to the processing of Participant Personal Data for the organization, administration, operation, integrity, security, media/production, and promotion of the EWC, unless otherwise stated in the applicable participant privacy notice describing how EF and, where applicable, the Tournament Organizer process Participant Personal Data ("**Participant Privacy Notice**").
- 8.4 The Club Operator acts as an independent controller in respect of the Participant Personal Data it collects and discloses to EF and/or the Tournament Organizer. The Club Operator represents and warrants that such collection and disclosure is lawful, that it has provided all notices required under applicable data protection laws, and that it has a valid legal basis for the disclosure and further processing of Participant Personal Data by EF, the Tournament Organizer, and other recipients described in the applicable Participant Privacy Notice. The Club Operator shall obtain consents only where such consents are legally required and shall maintain appropriate records of such notices, legal bases, and consents.
- 8.5 EF shall make available a Participant Privacy Notice. The Club Operator shall provide or make available such Participant Privacy Notice to its Players, Coaches, Club Operator Staff Members, Club Operator Executives, substitutes, representatives, content creators, and Authorized Guardians before submitting their Participant Personal Data to EF and/or the Tournament Organizer and before their participation in the EWC.
- 8.6 Participant Personal Data may be disclosed to and processed by EF affiliates, the Tournament Organizer, Tournament Officials, publishers, broadcasters, production partners, media partners, payment providers, banks, tax authorities, venue/security providers, IT/cloud providers, and other service providers or recipients, in each case as necessary for the purposes described in this Agreement and the applicable Participant Privacy Notice.
- 8.7 Where Participant Personal Data is transferred internationally, the relevant Party shall ensure that such transfer is made in accordance with applicable data protection laws and, where required, is subject to appropriate transfer safeguards.
- 8.8 Each Party shall implement appropriate technical and organisational measures to protect Participant Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure. The Club Operator shall notify EF without undue delay, and in any event within twenty-four (24) hours, after becoming aware of any actual or suspected personal data breach affecting Participant Personal Data processed in connection with the EWC, and shall reasonably cooperate with EF and the Tournament Organizer in investigating, mitigating, documenting, and notifying such breach where required by applicable law.

8.9 Where Participants are minors under applicable law, the Club Operator shall ensure that the applicable Authorized Guardian receives the Participant Privacy Notice and that any required parental or guardian consent, authorization, or acknowledgement is obtained and documented before the minor's participation or before submission of the minor's Participant Personal Data.

9. **REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION**

9.1 Each Party (severally and not jointly with the other Party) represents and warrants that such Party has the requisite right and authority to enter into this Agreement.

9.2 Club Operator represents and warrants that (i) the use and other exploitation of any Club Operator IP licensed by Club Operator pursuant to this Agreement shall not infringe or otherwise violate the rights of any third party at any time, either during the Term or thereafter, and (ii) it is, and shall remain during the Term in full compliance with all applicable laws.

9.3 Club Operator shall indemnify, defend, and hold EF harmless against all claims, costs, liabilities and losses, including reasonable attorneys' fees asserted against, imposed upon, or incurred by EF, by reason of or in connection with any third party claim that allegedly, directly or indirectly, arises out of, or is based upon, is a result of or is related in any way to (i) any breach by Club Operator of its representations, warranties, covenants or obligations made in this Agreement or any terms, restrictions and requirements of this Agreement, (ii) any violation of applicable law by Club Operator, its Teams, or any Players or Coaches, or (iii) personal injury or property damage arising out of the fault or negligence of Club Operator, its Teams or any of its Players and its Coaches, in each instance except to the extent arising from EF's fault or negligence.

10. **CONFIDENTIALITY**

10.1 The Parties shall keep the existence and the content of this Agreement, including the provisions of any EWC Game Title Rulebook or EWC Global Rulebook that has not been published with EF's consent, as well as all sensitive information of the respective other Party received in connection with this Agreement in oral, written or any other form ("**Confidential Information**") confidential and shall not (i) use Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; (ii) disclose any such Confidential Information to any person or entity, except (a) to the Party's officers, employees, agents, consultants, and legal advisors who need to know the Confidential Information to assist the Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement, or (b) pursuant to applicable federal, state, or local law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction.

10.2 Any decision of EF or the authorized Tournament Organizer(s) on the imposition of penalties and/or Match Protests made in accordance with Appendix 3 may be published by EF but not by Club Operator. The same applies with regards to public statements and/or comments on this Agreement and its content. In both cases, consent of Club Operator shall not be required.

10.3 This confidentiality obligation shall continue to exist for a period of five (5) years after this Term.

## 11. TAXES

11.1 All amounts payable to the Club Operator under this Agreement are exclusive of any applicable value added tax, sales tax, goods and services tax, consumption tax or similar indirect tax, unless expressly stated otherwise. Any such tax shall only be payable by EF to the extent it is properly chargeable under applicable law and the Club Operator provides a valid and compliant tax invoice or equivalent document.

11.2 EF may deduct, withhold, retain, set off, account for, report or pay to any competent tax authority any taxes, duties, levies, charges, withholding taxes, value added taxes, reverse-charge taxes, income taxes, social security contributions, payroll taxes, penalties, interest or other tax-related amounts which EF is required, or reasonably determines it is required, to deduct, withhold, account for, report or pay under applicable law, regulation, tax treaty, administrative practice or instruction of a competent tax authority.

11.3 This applies to any jurisdiction connected with this Agreement, the Event, the place of performance, EF, the Club Operator, any Team, Player or other payee, or the receipt of payments under this Agreement.

11.4 Any amount deducted, withheld, retained, set off or paid by EF shall be treated as having been paid to the Club Operator or other relevant payee for all purposes of this Agreement. EF shall have no obligation to gross up, reimburse or otherwise compensate the Club Operator, any Team, Player or other person for any such deduction, withholding, retention, set-off or payment, unless expressly required by mandatory applicable law.

11.5 If EF later determines, or any competent tax authority assesses, that any tax should have been deducted, withheld, accounted for, reported or paid, or should have been deducted, withheld, accounted for, reported or paid in a higher amount, the Club Operator shall reimburse EF for such amount, including any related penalties, interest, fines, costs or expenses, within ninety (90) calendar days of EF's written notification. EF may also set off such amounts against any present or future amounts payable to the Club Operator.

11.6 The Club Operator shall be responsible for its own tax compliance and for the tax compliance of its Teams, Players, personnel, affiliates, subcontractors and representatives in connection with this Agreement and any Event. The Club Operator shall indemnify and hold EF harmless from any losses, liabilities, assessments, penalties, interest, fines, costs or expenses arising from any failure to comply with applicable tax laws or tax-related obligations.

11.7 Each Party shall provide the other Party, upon reasonable request, with any tax forms, tax residence certificates, exemption certificates, invoices, confirmations or other documents reasonably required to determine, reduce, evidence or comply with any tax deduction, withholding, payment, filing or reporting obligation. If such information is not provided in a timely manner, EF may apply the tax treatment it reasonably considers appropriate under applicable law.

- 11.8. If EF receives any refund, repayment or credit from a competent tax authority in respect of an amount previously deducted, withheld or reimbursed by the Club Operator, EF shall pass such amount to the Club Operator after deduction of any related costs, taxes or expenses, provided that EF has actually received and is legally entitled to retain such amount.
- 11.9. If any Team, Player, affiliate, subcontractor or other person receiving or benefiting from payments under or in connection with this Agreement is treated as the relevant taxpayer, taxable person or beneficial owner, this Section shall apply accordingly, and the Club Operator shall procure such person's compliance with this Section.

## 12. **PAYMENT BY AFFILIATES OR THIRD PARTIES**

EF shall be entitled to make all payments contemplated under this Agreement through its affiliates or third parties as a payment provider. Notwithstanding the foregoing, those affiliates or third parties are not party to this Agreement and Club Operator acknowledges such affiliates have no liability under this Agreement. For clarification, the provisions in Section 11 above remain unaffected.

## 13. **CHOICE OF LAW AND DISPUTE RESOLUTION**

- 13.1 This Agreement and all related disputes, claims, actions, suits, controversies or other proceedings or questions arising hereunder or relating hereto (collectively "**Disputes**"), including any questions regarding its existence, validity, interpretation, performance, termination or expiration, or any claim in tort, equity or pursuant to any statute shall be exclusively governed by and construed in accordance with the substantive laws and decisions of the Kingdom of Saudi Arabia, without regard to conflicts of law principles.
- 13.2 Notwithstanding the foregoing, to the extent that EWC26 takes place in France, French law and applicable European Union regulations, including but not limited to the Code des jeux, the Code de la consommation, the Loi Évin, and the Markets in Crypto-Assets Regulation (MiCA), apply mandatorily to all activities conducted at the venue and cannot be excluded by contractual choice of law. In the event of a conflict between Saudi Arabian and French/EU mandatory requirements, the stricter standard shall apply.
- 13.3 All Disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The President of the Arbitral Tribunal shall be nominated by the party-appointed arbitrators, subject to confirmation pursuant to Art. 13 of the Rules of Arbitration of the International Chamber of Commerce. With regard to the taking of evidence the Arbitral Tribunal shall take guidance from the IBA Rules on the Taking of Evidence in International Arbitration. The place of arbitration is Riyadh, Kingdom of Saudi Arabia. The language of the arbitration shall be English. No award or procedural order made in the arbitration shall be published.

14. **SEVERABILITY**

If any provision of this Agreement shall be determined to be contrary to law and unenforceable by any court of law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

15. **FORCE MAJEURE, EVENT CANCELLATION AND CANCELLATION**

15.1 Should a Party be unable to fulfil its obligations under this Agreement due to a Force Majeure Event (as defined in Section 15.2 below), such obligations of the affected party ("**Affected Party**") and any corresponding or related obligations of the other Party shall be suspended, and the Affected Party shall not be liable for any failure or delay in performing such obligations for a period equal to the duration of the Force Majeure Event. Any payment obligations of a Party which relate to services or deliverables that have not been performed or delivered as a result of the Force Majeure Event shall be suspended for the duration of the Force Majeure Event. The Affected Party shall notify the other Party via email of the nature, extent, effect and the likely duration of the circumstances constituting the Force Majeure Event or expected to constitute an upcoming Force Majeure Event as soon as reasonably possible. As soon as reasonably practicable after the end of the Force Majeure Event, the Affected Party shall notify the other Party via email that the Force Majeure Event has ended and shall resume performance of its obligations under this Agreement, if applicable and adjusted to the circumstances.

15.2 "**Force Majeure Event**" shall mean, in relation to any Party, any act, event or circumstance, the cause of which is not within that Party's reasonable control, including, but not limited to, act of God, war, hostilities (whether or not war has been declared), the threat of war, epidemic, pandemic (including Covid 19 and variants), terrorist acts, acts of any civil or military authority, governmental or regulatory direction or restriction, riot, insurrection, civil commotion, fire, flood, earthquake, extreme weather conditions, tsunami, explosion, aircraft crashes or things falling from aircraft, release of ionizing radiation or contamination by radioactivity, chemical or biological contamination, cyberattack, shortage or unavailability of necessary supplies, equipment or personnel, or or any other natural or man-made disaster, in each case whether occurring in the country in which the EWC is to be held or elsewhere, provided that such act, event or circumstance has, or is reasonably likely to have, a material adverse effect on the EWC, the ability of attendees, participants, Players, Coaches or Club Operator Staff Members to travel to or attend the EWC, or the safety or security of the EWC or its participants. For the avoidance of doubt, a Force Majeure Event shall include any armed conflict, military action or hostilities in the wider region which result in, or are reasonably likely to result in: (i) restrictions on, or disruption to, air travel or other transport links to the country in which the EWC is to be held; (ii) the issuance of government travel advisories or warnings recommending against travel to the country in which the EWC is to be held or the surrounding region; (iii) a reasonable and genuine

apprehension on the part of attendees, participants, Players, Coaches or Club Operator Staff Members as to the safety of travelling to or attending the EWC; or (iv) the unavailability of adequate insurance coverage for the EWC or travel thereto on commercially reasonable terms. For the avoidance of doubt, an act, event or circumstance shall not cease to be a Force Majeure Event solely because it was foreseeable or because it existed at the date of this Agreement.

- 15.3 EF shall have the right, in its sole discretion and for any reason (including, without limitation, as a result of a Force Majeure Event): (i) change the dates of the EWC or any Game Title Tournament (a "**Date Change**"); (ii) change the location of the EWC or any Game Title Tournament (a "**Location Change**"); (iii) change the format of the EWC or any Game Title Tournament (a "**Format Change**"); and (iv) cancel the EWC or any Game Title Tournament in whole or in part (an "**Event Cancellation**"). Each of a Date Change, Location Change and/or Format Change shall be considered a "**Material Modification**". Any Material Modification or Event Cancellation shall be notified by EF to Club Operator in writing (email sufficient) or by public announcement without undue delay following such decision .
- 15.4 Where EF initiates a Material Modification, the following shall apply:
- 15.4.1 In the event of a Date Change, EF shall provide the Club Operator with notice of the new proposed dates ("**Rescheduled Dates**"). Club Operator shall procure that its Players, Coaches and Teams are available to participate on the Rescheduled Dates. Club Operator shall confirm availability as soon as reasonably possible (and in any case within seven (7) calendar days of receipt of such notice). If the Club Operator fails to respond within seven (7) calendar days, the Club Operator shall be deemed to have confirmed availability on the Rescheduled Dates. Where the Club Operator confirms (or is deemed to have confirmed) availability, the EWC (or relevant Game Title Tournament) shall take place on the Rescheduled Dates and this Agreement shall continue in force. Where the Club Operator confirms that its Players, Coaches or Teams are unable to participate on the Rescheduled Dates and the Parties are unable to agree alternative dates within fourteen (14) calendar days of EF's notice, EF may terminate this Agreement in accordance with Section 15.5.
- 15.4.2 In the event of a Location Change, EF shall provide the Club Operator with notice of the new location for the EWC or the relevant Game Title Tournament (the "**Replacement Location**"). Club Operator shall procure and ensure that its Players, Coaches and Teams participate at the Replacement Location, save only where a Player or Coach is unable to travel to the Replacement Location as a result of visa or air travel restrictions, in which case the Club Operator shall inform EF as soon as reasonably possible and the Parties shall seek to agree any necessary adjustments, failing which EF may terminate this Agreement in accordance with Section 15.5. Where the Club Operator's Players, Coaches and Teams will participate at the Replacement Location, this Agreement shall continue in force and all references to the original event location in this Agreement shall be read as references to the Replacement Location.
- 15.4.3 In the event of a Format Change, EF shall provide the Club Operator with notice of the new format and any impact on the Club Operator's participation obligations. The Parties shall seek to agree any necessary adjustments, failing which EF may terminate this Agreement in accordance with Section 15.5.

- 15.4.4 In the event of an Event Cancellation, EF may terminate this Agreement in its entirety in accordance with Section 15.5.
- 15.5 Where this Agreement is terminated by EF in accordance with this Section 15, whether as a result of a Force Majeure Event, a Material Modification or an Event Cancellation: (i) EF shall not be required to pay any further amounts to Club Operator, save only for amounts that have become due prior to the date of termination with respect to obligations performed and accepted by EF up to the date of termination; and (ii) the Club Operator shall, within thirty (30) calendar days of the date of termination, refund to EF all monies previously paid by EF in connection with this Agreement, save for amounts with respect to obligations performed and accepted by EF up to the date of termination. For the purposes of this Section, obligations shall only be treated as "performed" to the extent that they have been completed and accepted in writing by EF. Within ten (10) calendar days of the date of termination, the Club Operator shall provide EF with a written breakdown of obligations it claims to have performed, supported by reasonable evidence. EF shall notify the Club Operator whether it accepts or disputes any items. If the Parties are unable to agree on the amount to be paid and/or refunded, the dispute shall be resolved in accordance with Section 13 (*Choice of Law and Dispute Resolution*). Except for amounts expressly payable under this Section 15.5 and to the fullest extent permitted by applicable law, EF shall have no further liability to Club Operator arising out of or in connection with any Force Majeure Event, any Material Modification, any Event Cancellation, or any termination effected in accordance with this Section 15. In particular, EF shall not be liable for any indirect, incidental, special, punitive or consequential loss, or for any loss of profit, loss of revenue, loss of sponsorship or advertising income, loss of anticipated prize money, loss or diminution of anticipated brand visibility or promotional value, wasted expenditure, including player salary costs and travel-related costs, or other internal or external costs, in each case arising out of or in connection with any of the foregoing circumstances.
- 15.6 Club Operator acknowledges and agrees (and shall procure that its Players, Coaches and Club Operator Staff Members acknowledge and agree) that this Section 15 shall be the Club Operator's sole and exclusive remedy with respect to any Material Modification, Event Cancellation, termination due to Force Majeure Event or change of date or location as a result of Force Majeure Event.

## 16. NOTICES

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing (registered or certified mail) or shall be made via email or through other approved electronic channels designated by EF. Notices to EF shall be made in writing to the address given in Section 1.1 above or by email to [plama@esportsworldcup.com](mailto:plama@esportsworldcup.com). Notices to the Club Operator shall be sent to the (email-) address registered by the Club Operator on the Participant Portal. Notices may also be sent to any other address previously agreed between the Parties. Notwithstanding the foregoing, sensitive personal data (including identity documents, payment details, tax documents, minors' documents or security-related information) shall only be submitted through secure channels approved by EF

17. **MISCELLANEOUS**

- 17.1 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties or authorize either Party to act as agent for the other.
- 17.2 Except as otherwise expressly set forth in this Agreement, each Party shall bear all of its costs, fees and other expenses in connection with the negotiation, preparation, execution, delivery and performance of this Agreement or obligations hereunder.
- 17.3 This Agreement and the Appendices, the EWC Global Rulebook, the EWC Game Title Rulebooks and the ESIC Code of Conduct comprise the entire agreement between the Parties concerning its subject matter. It shall supersede all prior agreements and conventions, oral and written declarations of intent and other arrangements or side agreements (whether binding or non-binding) made by the Parties in respect thereof, with the exception of the Club Program Agreement 2026, insofar as it has been executed between the Parties; should the latter contain more specific provisions, such provisions shall prevail over the terms of this Agreement.
- 17.4 All Appendices to this Agreement shall form an integral part of this Agreement. In case of a conflict between the EWC Global Rulebook or the EWC Game Title Rulebooks and the provisions in the Agreement, including its Appendices, the provisions in this Agreement and its Appendices shall prevail, unless the respective EWC Game Title Rulebook or EWC Global Rulebook explicitly states something different. The same applies with regards to the ESIC Code of Conduct.
- 17.5 Neither this Agreement nor any right or obligation hereunder may be assigned or otherwise transferred by Club Operator without the prior written consent of EF (which may be granted or denied in EF's sole discretion).

## Appendix 1

### EWC General Regulations

1. **GENERAL REQUIREMENTS FOR CLUB OPERATORS**
- 1.1 Club Operator shall maintain a roster of Players (meaning starting line-up and substitutes) and Coaches for each Game Title Tournament that the respective Team of the Club Operator has been invited to participate in or for which it has qualified (each a "**Club Operator Game Title Tournament**"). The size and structure of the Team shall be in accordance with the rules of the EWC Game Title Rulebooks and the EWC Global Rulebook.
- 1.2 Club Operator shall not and shall procure that none of its Players and/or Coaches participate in a non-EWC esports match of the same Game Title as that being played in the Club Operator Game Title Tournament, neither on-site nor online, during the period of the respective Club Operator Game Title Tournament. For the avoidance of doubt, upon ending of the Club Operator Game Title Tournament, Club Operator, its Players and Coaches are allowed to participate in other esports tournaments, notwithstanding that EWC 2026 may still be ongoing.
- 1.3 Club Operator shall and shall procure that its Club Operator Staff Members always follow the instructions, guidelines and/or decisions of the Tournament Organizer(s) and the Tournament Officials during Game Title Tournaments, the EWC Matches, other activities, pre-game and post-game events (such as media days, post-game interviews and practice) and all other official EWC events. Tournament Organizer(s) may communicate respective regulations, guidelines and decisions directly to Club Operator or make them publicly available. EF (or Tournament Organizer(s) on its behalf) shall have the last word regarding decisions in connection with these regulations and guidelines as well as decisions that are not specifically supported or detailed therein, and such decisions may be made in extreme cases also against the respective guidelines or rules to preserve fair play and sportsmanship.
- 1.4 Club Operator shall be permitted to use the indoor facilities for the period and only to the extent assigned to Club Operator by EF for the purposes of training and participation in the EWC. Club Operator agrees to exercise reasonable care in its use of the premises and equipment and shall be fully responsible for any damage, loss, or excessive wear caused by Club Operator Staff Members. Club Operator further agrees to return any utilized areas in a clean and orderly way substantially similar to the condition the facilities were handed over upon arrival. EF reserves the right to charge the Club Operator for reasonable costs for repairs, replacements, or cleaning necessary due to non-compliance with this Section.
- 1.5 EF shall provide the basic equipment used on-stage during EWC Matches, including game servers, TeamSpeak and/or Discord servers, seats, tables, computers, headsets, and monitors (together, the "**Stage Equipment**"), and Club Operator's Players are obliged to use only such Stage Equipment. Any equipment that is not part of the Stage Equipment and may be individually selected by the Players in accordance with the applicable Game Title Rulebooks, the EWC Global Rulebook or as communicated by EF prior to the relevant Game Title Tournament via email or other approved electronic channels (e.g., keyboards, mice, mousepads, controllers, in-ear headphones with long enough cables, sound cards and fighting game sticks)

(together, the "**Player Equipment**") shall be provided by Club Operator, which bears full responsibility therefor. Club Operator shall, at its sole cost and expense, at all times maintain adequate replacements and backup units of such Player Equipment that are immediately available at the venue. EF shall have no obligation to provide, repair, or replace any Player Equipment; if EF voluntarily provides replacement equipment, it shall not be required to guarantee any particular brand, model, specification or equivalence. All Player Equipment is subject to EF's inspection and approval, and EF may disallow or prohibit the continued use of any Player Equipment, including after prior approval, if EF determines that it does not comply with applicable rules, policies, or reasonable operational, safety, cybersecurity, anti-cheat, broadcast, publisher, sponsor, or competitive integrity requirements. If EF refuses approval of, or prohibits the continued use of, any Player Equipment, or if any Player Equipment becomes unusable, the Player and Club Operator shall use backup Player Equipment provided by Club Operator and approved by EF.

1.6 Any personal, decorative, promotional, mascot, or other item brought on stage or into Restricted Areas (as defined in Section 3.5 of this Appendix 1) by Players or Coaches, is subject to EF's prior approval and may be removed or prohibited by EF or the Tournament Organizer at any time in their sole discretion.

1.7 Any inspection of equipment involving personal data shall be conducted in accordance with applicable data protection laws and the applicable EWC Participant Privacy Notice.

## 2. **TEAM COMPOSITION**

Club Operator shall submit to EF the names of all Players and Coaches with whom the Club Operator is participating in the Game Title Tournament(s) to compete for the Club Championship as well as the respective substitutes ("**Team Composition**") by the applicable deadline and through the forms, templates, platforms or other processes specified in the EWC Global Rulebook, the applicable Game Title Rulebook, or otherwise communicated by EF or the Tournament Organizer. EF may, in its reasonable discretion, declare a Team or Player ineligible if roster compositions are made to circumvent qualification pathways or otherwise undermine competitive integrity. If Club Operator does not submit the full Team Composition for a Team by the applicable deadline, such Team shall not be eligible to earn Club Championship points for the Club Operator.

## 3. **EWC SPONSORS AND CLUB OPERATOR SPONSORS**

3.1 Club Operator acknowledges and agrees that sponsors of the EWC ("**EWC Sponsors**") are a significant economic factor for the EWC, and Club Operator shall therefore ensure that its directors, employees, Players and Coaches conduct themselves professionally and respectfully in public communications concerning EWC Sponsors and their products or services, and shall not make statements that are knowingly false, misleading, defamatory, unlawful, abusive, or intended to unfairly harm an EWC Sponsor's reputation.

3.2 Club Operator agrees not to utilize any of its sponsors in a manner that directly or indirectly suggests any affiliation, endorsement, or association between such

sponsors on one side and EF, EWC and/or EWC Sponsors on the other side. This includes, but is not limited to, any representation, communication, or advertisement that could imply a formal partnership, support, or approval by EF, EWC and/or EWC Sponsors.

- 3.3 Club Operator shall ensure that the real-life visibility of logos, products or other placements by sponsors of the EWC Sponsors (e.g. sponsor's logos on physical screens, on venue banners, main stage, interview backdrops etc.) within content created and distributed by Club Operator, its Players or Coaches is not removed, blurred or otherwise impaired.
- 3.4 Except as prohibited in accordance with Section 3.5 and 3.6 below and/or any applicable Publisher Terms, the EWC Global Rulebook and the EWC Game Title Rulebook, Club Operator Staff Members shall have the right to publicly display or otherwise show the name, brand or logo of any of Club Operator's own sponsors or other third parties ("**Third Party Marks**") during the EWC on Club Operator's Team(s), Players and Coaches official uniform, including game jersey, tracksuits and/or headwear ("**Team Uniform**"). However, to create visual consistency across all Game Title Tournaments, Club Operator's Team Uniform shall be consistent for all its Teams, Players and 1v1 participants (in particular game jersey design, colour and identity/placement of the Third Party Marks etc.). All changes and/or deviations shall only be permitted with prior approval from EF via email. In any case, however, national flags, political, religious, ideological and military symbols, insignia, or branding shall not be displayed on the Team Uniform or any other clothing or apparel worn by the Players or Coaches during the EWC 2026.
- 3.5 Club Operator shall not display, promote, advertise, or otherwise exhibit any Third Party Marks in all areas of EWC broadcasts, interviews, official media access, and all EWC-branded areas (e.g. stage, backstage, Player lounges, Media Day zones) ("**Restricted Areas**"). Notwithstanding the foregoing, Third Party Marks may be displayed on-stage on: (i) jerseys, trousers, jacket/vest; and (ii) mouse, keyboard, mousepad and controller. EF reserves the right to require immediate removal of any unauthorised sponsorship materials and products and/or to exclude Club Operator from the Restricted Areas until compliance is achieved.
- 3.6 Club Operator shall neither place, display or post advertisements nor publicly display or otherwise show Third Party Marks which (i) contain any material which would reasonably be seen as unlawful, libelous, obscene, indecent, threatening, intimidating, harassing, or otherwise objectionable, or harmful to the goodwill of EF or the EWC and/or (ii) feature any of the following categories of companies or products:
- gambling, sportsbooks, casinos, prediction markets, including all operators without a valid ANJ licence
  - skin trading platforms enabling real monetary value conversion, including but not limited to platforms featuring fiat or crypto cash-out, case opening, jackpot, crash, or wagering mechanics
  - crypto and digital asset platforms without a valid CASP authorisation granted by an EU-competent authority under the Markets in Crypto-Assets Regulation (MiCA), as applicable from 1 July 2026. For the avoidance of doubt, no case-by-case review will be conducted for platforms that do not hold such authorisation

- crypto and digital asset platforms whose primary business model is leverage trading, derivatives, or structured yield products, regardless of CASP status. General exchanges where leverage is a secondary offering are not caught by this provision, provided they satisfy the CASP requirements
- any prescription drugs or drugs that are not over-the-counter drugs
- CBD oils, CBD-infused products and any other cannabidiol-derived products, regardless of their regulatory classification
- firearms, ammunition, weapons and peripherals thereof
- pornography or pornographic products
- tobacco products or paraphernalia, alcohol products (including non-alcoholic beverages marketed by alcohol companies) or other intoxicants the sale or use of which is regulated by applicable law
- pyramid schemes, unlicensed trading, mail fraud, spam, data collection for fraudulent use
- sellers of or marketplaces for virtual items known to be counterfeit or illegal, or power leveling offers
- political advertising, campaigns, action committees, religious advertising, ideological statements, messages or symbols, hate speech
- any other sponsors conflicting with French and/or Saudi Arabian laws and regulations

The above list of blacklisted categories is non-exhaustive and may be updated by EF at any time at its sole discretion. Further, any additional or stricter provisions on blacklisted categories contained in the Game Title Rulebooks shall apply with priority with regards to the respective Game Title Tournament. Integration of Third Party Marks relating to blockchain or cryptocurrency products is only permitted where: (i) the platform holds a valid CASP authorisation granted by an EU-competent authority under MiCA; (ii) the integration is limited to the Team Uniform; and (iii) the integration is compliant with applicable Publisher Terms. Clubs are responsible for obtaining and submitting written confirmation of CASP authorisation prior to any such integration. EF will not approve crypto integrations on the basis of pending or anticipated authorisations. For the avoidance of doubt, any infringement of this Section 3.6. by Club Operator may result in sanctions under Appendix 3. In case of an infringement in connection with the Team Uniform (or any apparel worn by Players/Coaches in Restricted Areas or on the broadcast) EF may, at its sole discretion, require Club Operator to implement immediate remediation prior to imposing any sanctions as set out in Appendix 3, and such remediation may include, without limitation (i) removal of the non-compliant mark(s), (ii) change to an alternate compliant Team Uniform, and/or (iii) wearing organiser-provided neutral apparel and/or EWC-branded apparel for the duration of the relevant activity or event. For the avoidance of doubt, compliance with any remediation instruction shall not preclude EF from imposing sanctions under Appendix 3 in respect of the same infringement, and EF retains full discretion to determine whether sanctions are warranted regardless of whether remediation has been implemented. In case of uncertainty of compliance with this clause, Club Operator shall immediately consult EF.

- 3.7 Club Operator shall ensure that Players, Coaches and Content Creators do not refuse participation and involvement in On-Site Activities or Marketing & PR Activities based on the existence or presence of EWC Sponsors, their products or logos on the locations or their presence in the content created from such On-Site Activities.
- 3.8 Upon request of EF, Players and Coaches shall participate in the creation of sponsored content during EWC media days and use best efforts for any requests outside of the EWC media days. Such sponsored content is used to promote EWC Sponsors' names, products and/or services. This content shall always include at least three (3) Players and/or Coaches from different Club Operators in total to avoid direct association of such Player and/or Coach with the EWC Sponsor and instead emphasize the association between the EWC Sponsors and the EWC itself. For clarification, only the created content will be used for the promotion of EWC Sponsors; Players and Coaches are not obliged to directly promote an EWC Sponsor or its names, products and/or services with corresponding statements or gestures, so that a direct endorsement between EWC Sponsor and Players, Coaches or the Club Operator is not insinuated.
- 3.9 Any integration of Third Party Marks by Club Operator, including but not limited to the use of sponsor branding in festival booths or in the Club Operator's name, is subject to the regulations published by EF and/or requires EF's prior written approval, which may be granted or denied at the EF's sole discretion. Approval will not be granted where such sponsor conflicts with EWC Sponsor categories. Under no circumstances shall any third-party sponsor be permitted to use EF-owned IP.

#### 4. **PLAYERS PARTICIPATION OBLIGATION**

- 4.1 Club Operator represents and warrants that its Players and Coaches punctually attend and actively participate
- in any official activity in connection with Game Title Tournaments, EWC Matches and Qualifiers, including but not limited to the EWC Matches as well as pre- and post-match and game-day activities (e.g. interviews, backstage gathering, player lounge presence) ("**EWC Tournament Activities**");
  - in any official marketing, advertising, production, media, sponsoring and/or promotional activities during or before EWC, as set out in this Agreement, in particular in Appendix 2, including media days, fan interaction activities, documentary filmmaking, photo, video and/or signing sessions, officially scheduled presence at festival locations, or at any other EWC events ("**EWC Marketing Activities**"); and
  - any other activities mutually agreed between the Parties,
- in each case including the respective content creation activities and processes and in accordance with all EWC Regulations applicable to them (the foregoing collectively "**EWC On-Site Activities**").
- 4.2 Club Operator further represents and warrants that all of its Players and Coaches
- do take all actions and give and receive all declarations which are required for the punctual and comprehensive exploitation of EF's rights according to this Agreement;

- not refuse participation and involvement in EWC On-Site Activities based on the existence or presence of EWC Sponsors, their products or logos on the locations or their presence in the content created from such activities;
- have legally valid and enforceable employment contracts with Club Operator during the EWC, that include provisions entitling Club Operator to require Players and Coaches to fulfil the respective obligations addressed to them in this Agreement; and
- have consented to the use and exploitation of any Players & Coaches IP and Submitted IP as set out in this Agreement (and where Players are minors, their parents or legal guardian have consented respectively).

4.3 Club Operator further ensures that its Players, Coaches and Teams participate and compete in all EWC Tournament Activities with best efforts, seriousness, and professional ambition and comply with the Global Rulebook, the respective Game Title Rulebooks and the instructions issued by the Tournament Organizer and referees/match officials. For the avoidance of doubt, any deliberate refusal to play or any intentional delay of EWC Matches as well as walkouts, stalling, or repeated non-compliance with commencement instructions, will be subject to sanctions in accordance with Appendix 3 Sect. 2.4.

## 5. **CONFLICT OF INTEREST/MULTI-CLUB OPERATOR OWNERSHIP**

5.1 The Parties agree that the competitive integrity of the EWC is essential. Therefore, Club Operator hereby represents and warrants that no Conflict of Interest (as defined below) exists as of the Effective Date and shall not occur during the EWC 2026.

5.2 "**Conflict of Interest**" means any of the following:

- Club Operator and/or its Club Operator Staff Members directly or indirectly own shares or other legal or economic interests in another Club Operator;
- Club Operator and/or its Club Operator Staff Members directly or indirectly Control another Club Operator and/or any other Club Operator Staff Members; "**Control**" or "**Controlled**" shall mean the power to influence, direct or cause the direction of the management and policies of a person, whether (i) by means of the holding of shares, or the possession of voting power, in or in relation to that or any other corporate body, or (ii) by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating that or any other corporate body;
- Club Operator and its Club Operator Staff Members are (fully or partially, directly or indirectly) owned or Controlled by a third party that also owns or Controls directly or indirectly any other Club Operator and such other Club Operator's Club Operator Staff Members;
- Club Operators directly or indirectly owns more than one Team that participates in the same Game Title Tournament (unless explicitly permitted under the applicable Game Title Rulebook or the EWC Global Rulebook);
- Club Operator and/or its Club Operator Staff Members have entered into any agreement in whatever form that allows, facilitates or gives the reasonable appearance of actually or potentially influencing the performance and/or

decision-making of a Club Operator or Club Operator's Teams, Players and/or Coaches; and/or

- any situation in which an individual or entity (such as Players' agents), has a direct or indirect financial or any other interest in a Club Operator or Player participating in the EWC 2026 and simultaneously (i) holds a position with EF or any of its subcontractors, or (ii) has access to privileged, confidential, or strategic information relating to the EWC, EF, or its commercial and/or tournament operations.
- 5.3 Club Operator shall use best efforts to identify and prevent any such Conflicts of Interest. If Club Operator becomes aware, or reasonably should have become aware, of any such Conflict of Interest, Club Operator shall procure that the relevant person promptly discloses such Conflict of Interest to EF, or shall do so themselves without undue delay.
- 5.4 An exception from the Conflict of Interest prohibition as set out in Section 5.2 may be granted by EF via email (i) if, in case that the Conflict of Interest is based on direct or indirect ownership in the Club Operator, such overall, direct or indirect ownership stake is below 5% or (ii) if the respective Publisher has granted the conflicted Club Operators the permission to participate in its own Game Title competition ecosystem with being aware that the Conflict of Interest existed, Club Operator has notified EF via email without undue delay after becoming aware of the Conflict of Interest and has provided evidence to EF that the respective permission by Publisher is still in effect.
- 5.5 In the event of a Conflict of Interest, the Club Operator and its Club Operator Staff Members are not authorised to participate in the EWC unless EF has agreed to the participation of the conflicted Club Operator and its Club Operator Staff Members in writing (whereby granting of consent is at the free discretion of EF).
- 5.6 Notwithstanding the above, Club Operator hereby further represents and warrants that, as of the Effective Date, it does not jointly control, own and/or operate a Team that participates in a Game Title Tournament together with another Club Operator ("**Joint Venture Team**"), except for the Teams explicitly notified by Club Operator to EF before the Effective Date via email. Joint Venture Team may not be eligible for the respective Game Title Tournament and cannot earn Club Championship points unless EF has expressly approved via email otherwise.
- 5.7 The provisions in the ESIC Code of Conduct on investigations of infringements of this Section shall apply accordingly, unless the Publisher Terms state otherwise.

## Appendix 2

### EWC Production, Marketing, License & Commercial Regulations

1. **MARKETING, PUBLIC RELATIONS AND CONTENT CREATION**
- 1.1 Club Operator shall, and shall procure that Club Operator Staff Members, Teams, Players and Coaches (if applicable) shall, undertake the following marketing, social media, production and PR activities as well as those pursuant to the official EWC schedule and those activities which have been agreed between the Parties after this Agreement has been accepted ("**Marketing, Production & PR Activities**"):
- 1.2 General Marketing, Production & PR Activities Obligations for the Term
  - 1.2.1 Punctually respond to and fulfil photo, video and/or media/press requests by EF additional to the specific obligations defined by this Agreement ("**PR & Content Requests**"), with a minimum of three (3) requests per Team, with at least three (3) Players and one (1) Coach, if applicable, participating in each request.
  - 1.2.2 Best efforts to engage with any Club Operator-related posts on official Esports World Cup Social Media channels (i.e. @ EWC\_EN) using the Club Operator Channels.
  - 1.2.3 Provide EF with the following content within two weeks after EF has sent a respective request and briefing via email to Club Operator: (i) a headshot picture of all Players and Coaches, (ii) an action shot picture of each Player, (iii) a group photo of all of Club Operator's Teams and (iv) the Club Operator official logo as well as the respective official Team logos.
  - 1.2.4 Attend and fulfil all media and production activities, in accordance with the EWC schedule for each Game Title Tournament with all Players, Coaches and substitutes for that respective Game Title ("**Full Team**"), unless EF has requested only specific Players and/or Coaches. The media activities shall include
    - official media day(s) per Game Title Tournament for producing content (e.g., photography, videos, skits, player interviews) as scheduled by EF;
    - one (1) appearance at the tournament location for 30 minutes max., e.g. for video content creation together with broadcast talents, as scheduled by EF;
    - participation in broadcast of stage opening on main stage on first day of each Game Title Tournament with all Players and Coaches of the respective Team;
    - availability of all Players on the Team one (1) day before the start of the respective Game Title Tournament, for (i) rehearsals of stage opening and player walkouts and (ii) directly after the rehearsals, for participation in creation of media, documentary and PR content for up to 60 minutes;
    - provision of a Club Operator Executive for an in-person or call-in video interview (scheduled in advance, interview twice a week for up to 60 minutes during each Game Title Tournament); and
    - the closing ceremony of the Game Title Tournaments in which Club Operator is participating (including e.g. the medal and trophy handover procedure).

EF reserves the right to schedule additional PR, media, social and production activities in special cases and shall thereby use best efforts to take into consideration the Club Operator's reasonable economic interests, limit any distracting scheduling for Players and Coaches and take into consideration the Team's practice and tournament schedules.

1.2.5 Unless an exception according to Section 1.5 of this Appendix applies, punctually attend and participate in the EWC-wide general opening and closing ceremony upon request by EF with the following Club Operator Staff Members:

- with the Players, Coaches and one (1) Club Operator Executive requested by EF; and
- for the EWC-wide closing ceremony additionally, all Players of Teams, which are still competing in the tournament; and if Club Operator finishes in the Top-3 of the Club Championship ranking, all top profile Players of Club Operator Teams as well as three (3) of the Club Operator Executives as requested by EF.

For Players and Coaches requested by EF, EF shall be responsible to cover their travel and accommodation pursuant to EF's respective standard provisions that apply to all Club Operators.

1.2.6 Punctually attend and participate in (i) all fan interactions according to the official EWC schedule for each Game Title Tournament or to special briefing instructions submitted to Club Operator as well as in (ii) EWC festival activities (both including, but not limited to, signing sessions, meet & greets with fans, show matches, and other fan activities, together "**Fan Interaction Events**") with Full Team, however, limited to a total of two (2) hours per Game Title Tournament (each session one (1) hour max.).

1.2.7 Punctually attend and fulfil all press obligations (i.e., post-match interviews, media partner interviews) with Full Team, however, in each case limited to the Players and/or Coaches requested by EF. The press obligations shall include:

- One (1) press conference (60 min.) per Game Title Tournament with Players as requested by EF and Coach (if applicable);
- Pre-match interview with at least one (1) Player or Coach from the respective Team before the Team/Players start the setup;
- Five (5) 1x1 interviews per Game Title Tournament in which Club Operator participates, between individual Players/Coaches of the respective Team and a media member (interviews not to exceed 10 min each, press members will be in person or remote, Players/Coaches to be selected by EF)
- After each game of the Game Title Tournament, in the following order:
  - flash interviews on stage right after each match;
  - briefing in player's lounge for post-match media activity;
  - post-match mixed zone interview with Players and/or Coach for 30 min. max (activity managed by timekeeper);
  - press rumble after attendance in mixed zone for interviews and interaction with media (managed by timekeeper);
  - participate in broadcast content production for 30 min max. after group stage matches and 60 min max. after playoff matches (excluding after finals matches).

- If Team of Club Operator qualifies for the finals of a Game Title Tournament additionally a pre-match media, content and PR session (60 min) and, after the finals concluded, a post-match press conference with Full Team (up to 60 min.).

EF reserves the right to schedule additional press obligations in special cases and shall thereby use best efforts to take into consideration the Club Operator's reasonable economic interests, limit any distracting scheduling for Players and Coaches and take into consideration the Team's practice and tournament schedules.

1.2.8 Only if Club Operator wins EWC:

- Be available with its Full Teams for up to five (5) calendar days post the EWC-wide closing ceremony for a minimum of eight (8) 1x1 remote interviews with media (interviews not to exceed 10 min each, press members will be in person or remote, Players/Coaches to be selected by EF).
- Be available with all its Full Teams (unless EF requests only specific Players and Coaches) and at least one (1) Club Operator Executives (as requested by EF) for two (2) days of up to eight (8) hours each for content creation after the EWC-wide closing ceremony ("**Post-EF Content Shoot**"). EF shall notify Club Operator of the exact date, location, and the requested Players, Coaches and Club Operator Executives for Post-EF Content Shoot at least one (1) month in advance via email. The Post-EF Content Shoot may take place at any time following the closing ceremony and during the term of this Agreement. EF shall cover the cost for travel and accommodation pursuant to EF's respective standard provisions that apply to all Club Operators.

1.2.9 Participate in the creation of a reasonable amount of content for an EWC documentary and comparable promotional media upon request, including filming and pictures of the Teams, Players and Coaches (e.g. in their hotels, on the airport, in hotels, backstage, during training and trips and in player lounges as well as on official EWC venues) ("**EWC Additional Content**").

1.2.10 Upon request by EF, participation in segments of EWC broadcast for guest appearances or interviews with (i) one (1) Player or Coach per Game Title Tournament on one (1) non-competition day for the Team, and (ii) one (1) Club Operator Executive or the Club Operator's general manager. Requests to the Club Operator shall include the selected person and shall be made at least one (1) week in advance and may include a remote appearance, if selected Club Operator Executives are not on-site at the tournament location..

1.2.11 Provide within one (1) week upon request by EF any additional Player and Coaches related information and data required to create, operate and market a fantasy league for the EWC (e.g. performance statistics, in-game data etc.). The Club Operator warrants that it has provided all required notices required under applicable data protection laws and has a valid legal basis, including consents where legally required, from its Players and Coaches for such use by EF and that EF may store, process and publish this data for the purposes of creating, operating and marketing of the EWC fantasy league, without incurring additional costs or requiring further approvals.

- 1.2.12 Provide to EF three (3) jerseys per Team signed by all Players on the roster of that Team within one week upon request by EF, to be utilized for festival activities, including broadcast competitions. Club Operator shall bear the shipping cost. EF may request additional signed jerseys. The provision of such jerseys shall be at the discretion of Club Operator.
- 1.2.13 Club Operator shall be obliged to ensure that if a Player or Coach does not speak English, a person proficient in both English and the language spoken by the Player or Coach is present during the media and press activities set out in Section 1.2 and provides accurate translation of the Player's or Coach's statements into English.
- 1.2.14 "**Club Operator Channels**" as used in this Section 1 shall mean all of Club Operator's official accounts existing on all online and social media platforms, including the main organisational account of Club Operator used for all Game Titles, any dedicated Team accounts (i.e. Club Operator's PUBG account), official accounts of all participating Players, Coaches, Content Creators, personalities and any regional-specific accounts, however, with Club Operator being entitled to decide at its discretion as to whether use all the official accounts or a selection of accounts, but at least and in any case the main organisational account of Club Operator and the dedicated Team accounts existing on all social media platforms (e.g. Instagram, Facebook, X, Weibo), unless stated otherwise.
- 1.3 Club Operator agrees that public announcements, comments, social media posts and any other public statements must comply with the terms of this Agreement (in particular with the ESIC Code of Conduct). Club Operator shall procure that all of the Club Operator Executives, Players and Coaches and other employees as well as any content creators/influencers contracted to or representing Club Operator as well as freelancers and third parties that perform tasks or services for the Club Operator in connection with the EWC shall not (i) make statements or produce activities that contain statements that are not factual, truthful or cannot be verified, (ii) disparage or make unsubstantiated claims about EF, or any other third party or its products or services, in any piece of content, or in any comments or posts related thereto (for the avoidance of doubt, good-faith sporting rivalry commentary that is commonly accepted in esports culture and does not contain knowingly false, defamatory or abusive statements shall not constitute a breach of this provision), (iii) develop and/or produce content and/or make statements that are in any way obscene or harmful to the reputation, goodwill or interest of EF, EWC, EWC Sponsors, Tournament Organizer(s) publishers or any other third party or their respective associates, employees, contractors or affiliates, and/or (iv) engage in any behaviour that brings it/him/her into public disrepute, scandal or ridicule, or shocks or offends a portion or group of the public, or derogates from its/his/her public image, or constitutes a violation of applicable ethical or moral standards. When EF assesses if the foregoing requirement is fulfilled, EF shall take into account at its sole discretion Club Operator's activities to proactively resolve such a non-compliant situation to limit the resulting damage.
- 1.4 Club Operator shall ensure that the EWC-related social media posts comply with the applicable terms of use or other published policies of the platform(s) on which the social media posts are to be published (e.g. Twitch, Instagram, YouTube, Twitter), as these may be updated from time to time. Club Operator shall make all material

disclosures when publishing EWC-related social media posts on such platforms in accordance with all applicable laws, rules and regulations.

- 1.5 Club Operator may, after receiving the respective EF request, apply for an exemption from participating in the EWC-wide general opening and closing ceremony with the requested Player, Coach and/or Club Operator Executive. Club Operator may only ask for such an exception for specific Players only if such Player has other obligations that Club Operator in good faith and with respect to the general priority of the EWC event deems relevant. Any exemption requires approval by EF via email to be effective. Approval shall be granted in case of a direct overlap with required participation of the requested Players in publisher-hosted leagues and tournaments. All other applications for exemptions may be at EF's sole discretion.

## 2. GRANT OF MEDIA AND IP RIGHTS

- 2.1 The Parties acknowledge and agree that EF, as host of the EWC, shall have the right to carry out the EWC with the Club Operator as an official participant and to advertise, market and exploit the EWC and the content produced of it, by or on behalf of EF exclusively, comprehensively and worldwide in any and all media, in particular in the form of streaming and broadcasting.

- 2.2 Club Operator grants EF the sublicensable, non-exclusive, royalty-free right to use the Club Operator IP (as defined below) during the Term (i) for the purpose of operating and conducting the EWC (including Qualifiers), (ii) to create and produce videos, stills, audio recordings, images and pictures under use and including the Club Operator IP within the course of Club Operator fulfilling its obligations as set out in this Agreement, in particular the EWC Tournament Activities (as defined in Section 4.1 of Appendix 1), EWC Marketing Activities (as defined in Section 4.1 of Appendix 1), Marketing, Production & PR Activities (as defined in Section 1.1 of Appendix 2) and/or any other mutually agreed activities (together "**EWC On-Site Content**"); and (iii) to market and promote the EWC and/or Club Operators participation therein, including any Qualifiers, from the Effective Date until the start of the next EWC in 2027 (official opening ceremony) in any and all media, digital and print, including formats such as social media posts, documentaries, commercials, public screens and billboards, video content, podcasts and a fantasy esports league in connection with the EWC. "**Club Operator IP**" shall include the following:

- the generic team logo and name of Club Operator as well as any dedicated Team logo and Team name, if any ("**Club Operator Marks**");
- the real name, game nickname, likeness, appearance, voice and performance of the Players and Coaches, who participate in the EWC ("**Players & Coaches IP**") and of Club Operator Staff Members who participate in Marketing, Production & PR Activities or other EWC Content ("**Club Operator Staff IP**"); and
- any pictures, images, audio files, videos, artworks and other data and assets submitted by Club Operator to EF or its partners/affiliates ("**Submitted IP**").

- 2.3 EF shall have the exclusive, unrestricted, royalty-free, irrevocable, sublicensable and worldwide right to use and to comprehensively exploit the EWC On-Site Content and the EWC Additional Content (together "**EWC Content**"), without timely

limitation in all current and previously unknown types of use and in any and all media, digital and print. The rights hereby granted include, but are not limited to, the following rights:

- the broadcasting right, meaning the right to transmit and to retransmit EWC Content linear in whole or in part, in analogue or digital form including terrestrial, cable, satellite, IPTV, Web TV transmissions and/or any other method to transmit signals linear;
- the right of making EWC Content available to the public, meaning the right to make EWC Content accessible to members of the public in whole and/or in part in such a way that EWC Content is accessible for them at places and times of their choice on demand regardless of whether EWC Content is stored, in particular on social media platforms such as Twitch, YouTube, Instagram, TikTok, Facebook;
- the right of reproduction and distribution, meaning the right to reproduce and distribute the Content on any and all analogue and digital storage media by selling, renting, lending and/or providing them to third parties;
- the right to make EWC Content publicly visible, meaning the right to show and present EWC Content publicly, commercially or non-commercially, any number of times, completely or in parts, e.g. on digital public screens and/or digital or physical billboards;
- the adaptation right, meaning the right to adapt, change, amend and shorten EWC Content, divide it, cut it, create clips or highlights, change audio track and comments, translate it, add audio and visual overlay, develop it further, in particular using AI tools, combine it with advertising, other marks, intellectual property and/or other works (including split screen, corner graphics, product placements, virtual ads) and/or use it to create virtual reality, augmented reality or mixed reality content;
- the right to exploit EWC Content for any business opportunity, including for direct or indirect marketing and promotion, in particular relating to the production or distribution of series or film content, such as documentary series or biopics, as well as trading cards and other digital collectibles, optionally blockchain based, relating to EWC, as well as for creating any product relating to fan engagement in connection to EWC owned and operated channels and platforms (including e.g. creation and operation of fantasy league products on an EWC app); and
- the right to produce and use marketing and promotional materials in any and all media, digital and print, including social media posts, documentaries, commercials, billboards, video content and podcasts as well as content that involves products and/or marks of commercial partners and/or EWC Sponsors, provided that the use with such marks is always related to the EWC and will not be used or displayed in a manner which would reasonably be expected to imply that Club Operator, its Players and/or Coaches are directly sponsored by such commercial partners and/or EWC Sponsors.

2.4 The rights granted to EF will continue to exist regardless:

- on what technology the exercising of the rights is based; the transfer of rights does in particular not depend on the type of data transmission, the viewer's receiving devices or the viewer's receiving software;
  - how the legal relationship with the viewers is set up, including but not limited to whether EWC Content is provided to the viewers in return of a fee (e.g. transaction- or subscription-based) or free of charge (e.g. free TV or free video-on-demand);
  - if and how EWC Content is combined with advertising and/or other intellectual property, content and/or works; and
  - if the EWC Content is exploited live, near-live and/or non-live.
- 2.5 Parties agree that the scope of the rights granted under Section 2.3 shall include the exclusive, worldwide, sublicensable, perpetual (within the limitations of Section 2.7 below) and unrestricted right to use and edit EWC-Content and to combine it with other works, IP and the EWC Marks for the creation and worldwide unrestricted sale and distribution of collection- or game-related physical items (e.g. board games, card games etc.) as well as digital items (e.g. trading cards, collectibles, items on online-platforms and fantasy league items, such as stickers, emotes, badges, themes, etc., i.a. for collection, digital exhibition and Secondary Market trade) (together "**EWC Collectibles and Digital Items**"). Subject to compliance with the restrictions in Section 2.7 below, EF shall also have the non-exclusive, worldwide, sublicensable right to use solely Club Operator IP not sourced from EWC-Content (e.g. Licensed Club Operator Marks) for the creation and unrestricted sale and distribution of EWC Collectibles and Digital Items during the Term.
- 2.6 Parties further agree that EF shall be entitled to use Club Operator IP to create in-game-items for the Club Operator Game Titles ("**EWC In-Game-Items**") subject to Section 2.7 below, and to market, sell and otherwise distribute them without restriction in terms of time and territory during the Term. These rights granted to EF shall be non-exclusive and sublicensable.
- 2.7 Parties agree that both the EWC Collectibles and Digital Items and the EWC-In-Game-Items (i) must always be connected to the EWC and (ii) will continue to be owned and, as applicable, transferred by consumers at their sole discretion on the secondary market without limitations and that EF shall thus be granted by Club Operator the required rights to fulfil the corresponding and arising duties with regards to the end customer. EWC In-Game-Items must further directly include and/or be directly connected with an EWC mark, logo, or brand.
- 2.8 The total amount of monies actually received by EF from the worldwide primary and secondary sale of the EWC Collectibles and Digital Items and the EWC In-Game Items incorporating Club Operator IP during the Term of this Agreement, after deduction of any applicable third-party fees, platform fees, payment processing fees, refunds, chargebacks, rebates, discounts, taxes and tax-related amounts deducted, withheld, retained, accounted for, reported or paid in accordance with Section 11, and, in the case of EWC In-Game Items, any external production costs incurred by EF, shall constitute the "Net Revenue".
- Net Revenues from primary sales of EWC Collectibles and Digital Items : Club Operator: 25% and EF: 75%.

- Net Revenues from secondary sales of EWC Collectibles and Digital Items : Club Operator: 25% and EF: 75%.

- Net Revenues from primary sales of EWC In-Game-Items: Club Operator: 30% and EF: 70%.

- 2.9 Royalty and sales reports shall be provided by EF via email within two (2) weeks after the Term at the latest, provided, however, that if a publisher or partner submits any relevant reports at a later date, EF shall provide such reports within two (2) weeks after receipt thereof. Club Operator's revenue share shall be invoiced by Club Operator and paid within ninety (90) calendar days upon receipt.
- 2.10 If the total revenue share attributable to the Club Operator pursuant to Section 2.8 amounts to less than USD 1000, no entitlement to such revenue share shall arise for the Club Operator.
- 2.11 Club Operator agrees that after this Agreement has expired, further use of the Club Operator IP according to Sect. 2.2. shall be allowed for historical reference purposes which shall consist of mentioning and portraying Club Operator's participation in the EWC. Further, for clarification, any posts and activities on streaming platforms and/or on social media, or any other use in products that are designed to exist digitally without any time restrictions, including presentation in historic fantasy league seasons, before the expiration/termination of this Agreement, must not be removed or deleted and Section 2.2 et seqq. remain unaffected.
- 2.12 The Club Operator may use the EF logos and, if provided by EF to Club Operator, EWC Content (collectively, the "**EF Marks & Content**") only with the prior approval of EF via email. Such approval shall be deemed granted if the use of EF Marks & Content is (i) necessary for the purpose of fulfilling the Club Operator's Marketing, Production & PR Activities under this Agreement and (ii) is strictly in accordance with the EWC brand guidelines, as updated from time to time. Notwithstanding the foregoing, any use of the EF Marks & Content shall be limited to the Term and shall be non-exclusive, non-transferable, and revocable at any time at EF's sole discretion. Therefore, Club Operator shall, upon receipt of written notice from EF, immediately cease or modify any use of the EF Marks and Content in accordance with EF's instructions. Nothing in this Agreement shall be construed as granting the Club Operator any ownership interest in the EF Marks & Content.
- 2.13 Club Operator shall not, at any time during or after the Term of this Agreement, use EF Marks & Content for the purpose of promoting, endorsing, or otherwise creating an association with the Club Operator's own sponsors, partners, or any third parties. Any use of EWC Materials in connection with the Club Operator's sponsorship arrangements is expressly prohibited.

## Appendix 3

### EWC Infringement & Penalties Regulations

#### 1. GENERAL

- 1.1 EF monitors compliance of the Club Operator and the Club Operator Staff Members with the EWC Regulations, in particular the EWC General Regulations, ESIC Code of Conduct, Publisher Terms and EWC Game Title Rulebook and EWC Global Rulebook. EF may also delegate all or part of this task to an external service provider at its sole discretion and own expense. Club Operator is liable and responsible for any Infringement (as defined below) of its Club Operator Staff Members as if the relevant Infringement was committed by Club Operator itself.
- 1.2 Misconduct and infringement of the EWC Regulations by the Club Operator Staff Members (each an "**Infringement**") may – in addition to any statutory or contractual rights of EF – be penalised by EF in accordance with the provisions outlined in this Appendix 3. However, the foregoing does neither prohibit third parties, such as ESIC and/or Publishers, from imposing penalties on Club Operator for the same actions and/or Infringements in accordance with the provisions set out in the ESIC Code of Conduct, the Publisher Terms or other applicable rulesets, nor is EF prevented from imposing penalties in addition to any possible third party penalties.

#### 2. SCOPE AND TYPE OF PENALTIES

- 2.1 The imposed penalties by EF on Club Operator depend on the circumstances of the individual case, including but not limited to the nature of the Infringement, the individual culpability, the severity level of the violation, the number of previous violations and the relevant Club Operator Staff Member's subsequent behaviour (in particular whether the Infringement has been cured without undue delay).
- 2.2 Attempts to commit an Infringement are also forbidden and will be punished in accordance with the provisions of this Appendix 3, whereby the penalty envisaged for the actual Infringement may be reduced by EF. The extent of the reduction shall be determined by EF in a reasonable manner.
- 2.3 The decision on each case of Infringement is not limited to the imposition of a single penalty. Penalties may be combined or repeated.
- 2.4 The potential types of penalties include, but are not limited to the following penalties:
- warnings and reprimands;
  - deduction of in game points during a specific EWC Match;
  - annulment of the result, forfeiture of an EWC Match or an EWC Match to be counted for the opponent;
  - deduction of Club Championship points;
  - imposition of fines, limited to the overall prize money the Club Operator has earned during the Term of this Agreement;

- assignment of penalty points (one penalty point automatically deducts 1% of Club Operator's prize money won in the Game Title Tournament in which the Infringement happened or is connected with); and
- ban the Club Operator and/or (all or certain of) its Club Operator Staff Members from one or more EWC Matches, Game Title Tournaments, the EWC in general, and/or any other tournaments, competitions or events organised or hosted by EF or its affiliates (including the Esports Nations Cup), for a specified period of time or, in cases of serious or repeated Infringements, permanently.

### 3. **DECISIONS AND PENALTIES**

- 3.1 EF, as well as third parties authorised by EF, may investigate and identify actual, imminent or potential Infringements of the EWC Regulations and shall have the authority to determine the existence or non-existence of such Infringement.
- 3.2 In the event EF investigates an Infringement, EF shall notify the Club Operator whose Club Operator Staff Member is being investigated via email without undue delay and may request it to provide a written (defence/explanatory) statement via email, without undue delay. Notwithstanding the foregoing, EF may, in its reasonable discretion, delay such notification where EF has reasonable grounds to believe that immediate disclosure to Club Operator would create a substantial risk of tampering with, destruction of, or interference with evidence, or other similar interference with such investigation. If the Infringement can still be cured without negative effects for the EWC, EF, EWC Sponsors, Tournament Organizer(s), Tournament Officials, other Club Operators and/or Club Operator Staff Members, EF may give Club Operator the opportunity to cure the Infringement within a reasonable timeframe. Timely remediation of the Infringement may have an impact on EF's penalty decision but not necessarily releases the affected person from getting penalised.
- 3.3 EF may, at its sole discretion and to the best of its knowledge and judgement, determine and impose penalties in accordance with this Appendix 3 in an appropriate, proportionate and reasonable manner.
- 3.4 Decisions shall be notified by EF to Club Operator via email and come into force as soon as they are communicated via email to the Club Operator and/or via public announcement.
- 3.5 EF reserves the right to introduce a standardized penalty system before the start of the EWC which, at EF's sole discretion, may introduce rules according to which specific Infringements are automatically sanctioned by certain penalties. This applies in particular to Infringements in connection with punctual appearance, punctual performance of services and punctual transmission of information.
- 3.6 EF may (i) withhold payment of prize money or any other payments (e.g. including from Club Program) for the duration of the investigation of a possible Infringement, and (ii) set off the amount against any fines or legal costs once the proceedings have been concluded.

#### 4. **PROCEDURAL COSTS**

- 4.1 If penalties are imposed, all procedural costs may be included in the respective penalty. If more than one (1) Club Operator is penalized, the procedural costs shall be assessed proportionally in accordance with the degree of guilt of the Club Operators (as determined by EF).
- 4.2 In the event the investigation of EF leads to an acquittal of the relevant Club Operator without any penalties being imposed, all procedural costs shall be borne by EF, unless the relevant Club Operator has contributed to the initiation of the investigation, in which case EF can allocate all or parts of the procedural costs to the relevant Club Operator.
- 4.3 EF can, at its sole discretion, take the financial situation of the investigated Club Operator into account when determining any penalties and/or procedural costs to be borne by such Club Operator.

#### 5. **DECISIONS BY TOURNAMENT ORGANIZER**

- 5.1 EF may delegate at any time the authority to monitor and investigate compliance of the Club Operator Staff Members with the EWC Regulations and to impose penalties in accordance with this Appendix 3 in whole or in part to the Tournament Organizer(s) or to other third parties without further official notification.
- 5.2 General decisions made or penalties imposed by the Tournament Organizer or third parties are final, however, EF reserves the right to review such decisions and/or penalties and may cancel, amend, supplement or increase them at its sole discretion.

#### 6. **MATCH PROTESTS**

- 6.1 If Club Operator believes that the EWC Regulations have been violated by another Club Operator or Club Operator Staff Members in an EWC Match, Club Operator may file a protest towards the Tournament Organizer(s) or the Tournament Officials ("**Match Protest**").
- 6.2 A Match Protest may either be made on-site in direct connection with an EWC Match or via email afterwards, but no later than seventy-two (72) hours after the scheduled start time of the relevant EWC Match or, if the incident is not immediately obvious, seventy-two (72) hours after the incident is discovered. The Match Protest shall contain detailed information as to why the Match Protest is being made, on what grounds it is filed and when the alleged incident occurred. Oral or written Match Protest may be rejected by the Tournament Organizer(s) if no specific information or proper documentation is provided.
- 6.3 If the Match Protest is made on-site, the Tournament Organizer(s) or the Tournament Officials may inform all other participants in the respective EWC Match as soon as possible and may give them the opportunity to comment immediately. If the Match Protest is made after an EWC Match, the Tournament Organizer(s) may notify all other participants in the respective EWC Match and may give them a reasonable period of time to respond.
- 6.4 The Tournament Organizer(s) decide(s) on Match Protests at its sole discretion, taking due account of the conflicting arguments and interests. The decisions of the Tournament Organizer are final.

6.5 EF has the right at any time to take over the authority over the Match Protest and to decide on the Match Protest itself. Decisions made may also be cancelled, amended or increased by EF.

7. **APPEAL**

7.1 Any decisions of EF or the authorized Tournament Organizer(s) on the imposition of penalties and/or Match Protests are final and subject to appeal as set out in Section 13 of the Agreement (*Choice of Law and Dispute Resolution*).

7.2 Appeals shall be made within thirty (30) calendar days after such decision came into force in accordance with Section 3.4 of this Appendix.